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1. General

- A Perform the work under this construction contract for Project 2984-23-72, Holton Street Viaduct, Trestle Connection, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, latest edition and the City of Milwaukee Street Construction Specifications, dated July 1, 1992, and the following special provisions. In the event that there is a conflict between the State and City specifications; the stricter of the two shall be used. The department considers only standard specifications, supplemental specifications and interim supplemental specifications issued directly from the department as valid for this contract.
- B If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the U.S. standard measure system, the department will pay for the work as bid in the US standard system.
- C The City defines the contractor's and City's responsibilities within the contract documents in one of the following ways:
 - 1. Taken in context, the contract language makes the responsible party clear.
 - 2. Direct commands written to the contractor in the active voice-imperative mood as described in 101.1 of the specifications.
 - 3. Using "shall" to indicate contractor responsibility and "will" to indicate department responsibility. For example, "Aggregates shall be stored in stockpiles" or "Sampling and testing will be in accordance with the following AASHTO methods..."
- D If the contractor thinks the responsibility for an action under the contract is unclear or is given to the wrong party, the contractor should seek clarification from the City.

2. Scope of Work

- A The work under this contract shall consist of the Marsupial Bridge North Landing, East and West Trestle Stairs, Trestle Landing, Lighting, Landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.
- B The project will have two options for a retaining wall: Option A: Concrete or Option B: Soldier Pile, and also an electrical Alternate #1 if funds allow. The bidders will be instructed to provide three (3) bids. The project will be awarded to the approved bidder based on the lowest acceptable bid of either Bid 1 or Bid 2. The lowest Bid will determine which retaining wall is used. If funds are available Alternate #1 will be considered and if awarded, would be awarded to the same contractor with the lowest acceptable bid total calculated without the alternate.

3. Prosecution and Progress

- A Work shall begin after a written notice to proceed has been issued by the engineer.
 - B Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within 10 calendar days before the approval start date.
 - C The project is to be completed by July 31, 2013.
 - D To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effects on the City's scheduled resources.
 - E The contractor shall notify the following business(es) and/or individual seven (7) calendar days prior to the start of work on this project:
 - Lakefront Brewery – 1872 North Commerce Street, Milwaukee, WI
 - The Brewers Works, Inc. – 1890 North Commerce Street, Milwaukee, WI
 - F The City shall be given a written copy of the required starting notification to the above business and/or individuals.
- This special provision is a substitute for Section 305.7 of the Street Construction Specifications, date 1992. The amount of the per diem charge for inspection as referred to in part two (2) shall be

\$250.00. The contractor should be aware that work on each project is governed by the project work days, and a per diem inspectional charge of \$250.00 per day will be assessed for each work day after the allotted number. Inspectional charges will be assessed against each project which exceeds its allotted number of work days. An inspectional charge, in addition to the project work day charge, will be assessed if the number of work days for the overall contract exceeds the amount allotted.

4. Traffic Control (Project) SPV.0060.17

- A** The work under this item shall be in accordance with the requirements of Section 643 of the standard specifications, and as herein provided.
- B** Traffic control bid item will cover any traffic control needed for egress and ingress of materials and equipment to and from the project site.
- C** Maintain a minimum of one (1) lane of traffic in each direction at all times.
- D** Each barricade, sign or other traffic control device shall bear the name and telephone number for 24-hour emergency service, printed in letters at least 3/4-inch in height.
- E** The contractor shall provide 24 hours-a-day availability of equipment and forces to expeditiously restore barricades, lights, signs or other traffic control devices that are damaged or disturbed, and in no case shall the elapsed time between notification of damage (disturbed) and restoration of traffic control devices exceed two hours. The cost to maintain and restore the above items shall be considered incidental to the item of Traffic Control and no additional payment will be made therefore.
- F** The contractor shall not disturb, remove or obliterate any traffic control signs, advisory signs, in place along the traveled roadways without the approval of the engineer.
- G** The traffic requirements are subject to change at the discretion of the engineer in the event of an emergency.
- H** The location of egress and ingress for construction vehicles to prosecute the work shall receive prior approval from the engineer.
- I** Equipment and material shall be parked or stored only at work sites approved by the engineer.
- J** All signs shall be in accordance with part VI of the Manual of Uniform Traffic Control Devices. All signs shall be reflectorized.
- K** **Payment**
1. All incidental items relating to traffic control shall use the bid item number:
- | Item Number | Description | Unit |
|-------------|-----------------|------|
| SPV.0060.17 | Traffic Control | Each |
2. Payment for the Traffic Control (Holton Street Viaduct 2984-23-72) bid items is full compensation for constructing, assembling, painting, hauling, erecting, re-erecting, maintaining, restoring, and removing traffic signs, drums, barricades, and similar control devices, including arrow boards, unless provided otherwise; and for providing, placing, and maintaining lights, including the fuel or power, unless provided otherwise; and for providing, applying, and removing pavement markings, unless provided otherwise. If Traffic Control (Holton Street Viaduct) is not specified, but is later found necessary and is required, the City of Milwaukee will pay for this work as extra work.

5. Public Convenience and Safety

- A** Revise 107.8(6) of the standard specifications as follows:
1. Motorized construction equipment shall not be operated from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
- B** Coordinate Concrete work on the north landing area to minimize the time in which the bridge is close. The Marsupial Bridge cannot be closed longer than 25 working days.

6. Erosion Control, Item SPV.0105.07

- A** The erosion control item on this contract shall include an Erosion Control Implementation Plan (ECIP). The ECIP shall be submitted to the City Engineer, at least ten (10) working days prior to the scheduled start of work on the contract. The City Engineer shall review the ECIP for meeting technical standards and notify the contractor if the plan meets the standard within seven (7) working days. Work shall not start until the ECIP meets technical standards. The contractor shall be required to have a copy of the ECIP on the job site for the entire duration of the contract. The ECIP shall include, but not be limited to:

1. A plan showing all locations of erosion control devices and other Best Management Practices (BMP's)
2. A written description of all erosion control devices and BMP's to be used
3. A written schedule of installing erosion control devices.
4. A written schedule of construction operations related to implementing erosion control devices and BMP's
5. A written maintenance schedule for all erosion control devices and BMP's

All costs associated with implementing the erosion control plank such as furnishing, installing maintaining, and removal of erosion control devices shall be included in the unit price bid for erosion control. There shall be no additional compensation for revising the ECIP or utilizing additional BMP's in order to comply with Chapter 290 of the City of Milwaukee Code of Ordinances. If the contractor is found not in compliance with the ECIP, the contractor will be subject to the penalties included in Chapter 290.

- B** The filter fabric for control of surface water, specified in Section 905.18.1 shall be a filtration Geotextile® meeting the following properties in lieu of the properties specified in the above-noted section.

Grab Tensile Strength	200lb	ASTM D-4632
Mullen-Burst Strength	200lb	ASTM D-3786
Equivalent Sieve size	U.S. No 30 Max	ASTM D-4751
Water Flow Rate	140 gpm/ft²	ASTM D-4491
Permittivity	1.9 sec¹	ASTM D-4491
Permeability	0.14 cm/sec	ASTM D-4491

7. Construction Staking Project Layout, Item SPV.0105.06

- A** Construction Staking Project Layout shall be done by the contractor under the bid item number SPV.0105.07.

- B** The railroad trestle shall be the center point of the project and everything pertaining to the project, including the structural portion of the trestle bridge, retaining walls and north landing area of the Marsupial Bridge, benches, ramps, steps, planting locations, crushed gravel, concrete site cast, Lannon Stone edging and any other significant items that need staking shall be dimensioned off of the trestle. The trestle acts as the bench mark for this project because it exists as the only structure.

8. Utilities

- A** This contract does not come under the provisions of Administrative Rule TRANS 220.
- B** The contractor shall coordinate his construction activities with a call to Diggers Hotline to verify that the construction area is clear of underground utilities.
- C** The number for Digger's Hotline is 1-800-242-8511
- D** There are no utility adjustments that need to be made for this project

9. Excavation, Hauling and Disposal of Contaminated Soil, Item 205.0501.s

A.1

Description

This special provision describes excavating, loading, hauling, and disposing of low-level petroleum and lead-contaminated soil at a WDNR approved bioremediation facility. The closest WDNR approved bioremediation facilities to the project are:

Veolia Environmental Services, Inc.
Emerald Park Landfill
W124s10629 124th Street
Muskego, WI 53150
(414) 529-1360

Waste Management, Inc.
Metro Recycling & Disposal Facility
10712 South 124th Street
Franklin, WI 53132
(414) 529-6180

Perform this work in accordance to section 205 of the standard specifications and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2

Notice to the Contractor – Contaminated Soil Locations

The City completed testing for soil and groundwater contamination at locations within this project where excavation is required. Results indicate that low-level diesel range organic- and lead-contaminated soil is present in the upper five feet of soils in the planned areas of excavation. Approximately 100 cubic yards (approximately 170 tons at an estimated 1.7 tons per cubic yard) is planned to be excavated for footing installations. Railroad ties need to be removed from the existing trestle as part of the project. Recycle such ties for permitted reuses, such as for landscape timbers, fence post, etc, or dispose of the ties in solid waste landfill. Recycling, reuse, and disposal of railroad ties as required by the project is considered incidental to Item 205.0501.S.

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation activities at this intersection contact:

Name:	Ken Yass, P.E., CHMM
Address:	RMT, 150 N. Patrick Boulevard, Suite 180, Brookfield, WI 53045
Phone:	(262) 879-1212
Fax:	(262) 879-1220
e-mail:	ken.yass@mtinc.com

A.3

Coordination

Coordinate work under this contract with the environment consultant:

Name:	Ken Yass, P.E., CHMM
Address:	RMT, 150 N. Patrick Boulevard, Suite 180, Brookfield, WI 53045
Phone:	Office (262) 879-1212 Mobile (414)416-1154
Fax:	(262) 879-1220
e-mail:	ken.yass@mtinc.com

The role of the environmental consultant will be limited to:

1. Documenting that activities associated with management of contaminated soil are in conformance with these special provisions; and,
2. Obtaining the necessary approvals for treatment and disposal of contaminated soil.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas specified above to the environmental consultant. Identify the DNR approved solid waste landfill that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the contaminated areas or at the preconstruction conference, whichever comes first.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the contaminated areas. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the special waste landfill facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4

Health and Safety Requirements

Supplement subsection 107.1 of the standard specifications with the following:

During excavation activities, expect to encounter soil contaminated with petroleum products and/or metals. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B

(Vacant)

C

Construction

Supplement subsection 205.3 of the standard specification with the following:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

Directly load and haul contaminated soils excavated for construction to the WDNR approved bioremediation facility. Use loading and hauling practices to prevent any spills or releases of contaminated soils. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity in accordance with applicable state and federal regulations.

D

Measurement

The City will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil accepted by the solid waste landfill as documented by weight tickets generated by the landfill.

E

Payment

1. The City will pay for measured quantities at the contract unit price under the following bid item:

Item Number	Description	Unit
205.0501.s	Excavation, Hauling, and Disposal of Contaminated Soil	Ton
2.	Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; dewatering of soils prior to transport, if necessary; railroad tie recycling, reuse, and disposal; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. 205-003 (20080902)	

10. Concrete Masonry

A

Subsection 501.2.1 of the Standard Specifications is supplemented as follows:

1. Use Fly ash in the mix design as a partial replacement for cement, the minimum cement content may be met by considering Portland cement plus fly ash as the total cementitious material. The replacement rate shall be determined from laboratory trial mixes but shall not exceed 40 percent by weight of the total cementitious material.
2. No "dry shake" shall be used in the curing process as the resultant white powder residue is deemed unacceptable.

B

Subsection 501.3.2.2 of the Standard Specifications is supplemented to include the following:

1. Mix design to be approved by Engineer.

11. Structural Removal

- A Section 203 of the Standard Specifications shall govern the work except as modified herein.
- B The contractor shall exercise care when removing structural members indicated in the contract documents so as not to damage adjacent structure elements intended to remain.
- C Removal shall include portions of outriggers, rail posts, rail post cables, longitudinal timber and hardware, portion of pile cap at pier 1 and northern most pile at pier 1, as shown on the demolition plan included in the structural drawings.
- D Coordinate with Special Provision # 9, Excavation, Hauling and Disposal of Contaminated Soil and Timber Ties, Item 205.0501 S, for instructions on disposal of contaminated, unused timber ties.

12. Timber Tie Removal and Relocation 10 Foot, Item SPV.0060.01

- A Description
 - 1. This item is for the relocation of a good 10 foot timber tie to replace a deteriorated tie where needed for the support of the deck.
- B Material
 - 1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of the piece shall be approved by the Field Engineer. If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.
- C Construction

- 1. The City representative (Construction Supervisor or Inspector) shall locate all timber ties to be replaced due to deterioration or appearance. There shall be a minimum of one good 10 foot long timber tie for every third timber tie along the length of the structure. Material shall be salvaged from the existing structure prior to investigating other means of materials.

- 2. A 10 foot long timber tie can be removed from one location of the structure and secured at another location to replace a timber tie where several deteriorated timbers are located in a row.

- D Measurement
 - 1. "Timber Tie Removal and Relocation 10 Foot" will be measured as each individual unit acceptably completed. One unit is for the removal and replacement of one 10 foot long member.

- E Payment
 - 1. Payment for "Timber Tie Removal and Relocation 10 Foot" is full compensation for the removal of the salvaged 10 foot long piece, preparation of salvaged piece, the actual salvaged piece, removal of the deteriorated timber tie at the new location and all hardware and the proper disposal of surplus and deteriorated materials.

13. Timber Tie Replacement 4 Foot, Item SPV.0060.02

- A Description
 - 1. This item replaces a deteriorated 10 foot long timber tie along the south edge of the structure for the appearance of the structure. This item also fills in the gap where the 10 foot long timber tie removed for the bid item "Timber Tie Replacement 10 Foot".
- B Material
 - 1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of each piece shall be approved by the Field Engineer

If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.

C Construction

1. The City representative (Construction Supervisor or Inspector) shall locate all timber ties that are to be removed due to deterioration or appearance. The entire deteriorated timber tie shall be removed and replaced with a salvaged section of a timber tie with a minimum length of 4 feet.
2. The 4 foot minimum length of salvaged timber tie shall be obtained from one of two places.
 - a. A section of a 15 foot long timber tie may be used. Use only the 15 foot long members that are used as an outrigger along the north edge of the structure. These longer members must be in good condition and be approved by the Field engineer. The remaining section of the 15 foot long timber tie shall remain in place and does not get reimbursed under this bid item.
 - b. A 2nd location for the 4 foot long salvaged timber shall be cut from the northern half of a good 10 foot long timber tie from another location of the structure. The northern half of the tie from the salvaged location does not have to be replaced as long as there is a good 10 foot long timber tie on each side of the gap. The southern half remains in place and does not get reimbursed under this bid item.
3. All modified members must be securely fastened to the three wooden timbers for all construction loads.

D Measurement

1. "Timber Tie Replacement 4 Foot" will be measured as each individual member acceptably completed. One unit is for the removal of the 4 foot long minimum piece of timber tie and the placement of the 4 foot long tie along the south edge of the deck

E Payment

1. Payment for "Timber Tie Replacement 4 Foot" is full compensation for sawing and removal of a salvaged 4 foot long timber tie from the existing structure, preparation of the salvaged piece, the actual salvaged piece, removal of the deteriorated timber tie at the new location, all hardware and the proper disposal of surplus and deteriorated materials.

14. Timber Brace Replacement, Item SPV 0060.03

A Description

1. This item replaces a deteriorated timber brace along the south edge of the structure to maintain the architectural appearance of the original structure.

B Material

1. The material for this item shall be salvaged from the existing structure and each piece shall be in good condition and the reuse of the piece shall be approved by the Field Engineer. If material cannot be salvaged from the existing structure, the contractor shall provide appropriate samples, with the same appearance color and texture, for the engineer's approval.

C Construction

1. The Field engineer shall locate all timber braces that are to be removed due to deterioration or appearance. The entire deteriorated timber brace shall be removed and replaced with a salvaged section of timber.

					2.	The salvaged timber to be used for a brace shall be obtained from one of two places.
					a.	One location to obtain the material for the longitudinal bracing element is from the reuse of the longitudinal timber/decking that is presently on top of the timber ties. All of the longitudinal members, on top of the deck, are to be removed as shown on the drawing and in accordance with the bid item "Removing Old Structure". These members must be in good condition to be reused and be approved by the Field Engineer. These members may be thicker than the original longitudinal bracing.
					b.	A 2nd location to obtain the material for the longitudinal bracing element is the reuse of one or more pieces of the existing longitudinal bracing that may be too short for proper attachment at each end.
					3.	In order for the reuse of some of the materials, the pieces may be spliced together as shown on the drawings. The timber and splice plates shall be considered as one unit for the payment of this item.
					4.	These members may be thicker than the original longitudinal bracing elements but may not be spliced with other thicknesses or widths of timber.
					D	Measurement
					1.	"Timber Brace Replacement" will be measured as each individual member acceptably completed.
					E	Payment
					1.	Payment for "Timber Brace Replacement" is full compensation for removal and cutting of the salvaged materials from the existing structure, preparation of the salvaged piece(s), splicing of the member, the salvaged material, all hardware for the attachment and splices and the proper disposal of surplus and deteriorated materials.

15. Structural Steel Carbon

					A	Description
					1.	This work shall consist of furnishing, fabricating, painting and erecting all structural steel (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel) for the Trestle Landing as shown on the Plans and as specified herein. All work shall be performed in accordance with the applicable requirements of the Standard Specifications in general and Section 506 in particular, except as modified herein or shown on the Plans.
					2.	This work consists of but is not limited to, the following items:
					a.	All steel angles and plates to support the Trestle Landing (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel)
					b.	All shear connectors and anchor studs welded to the fabricated structural steel.
					c.	All shop and field fasteners for the structural steel.
					d.	Field fasteners for connection of the furnished structural steel to existing structures.
					e.	All work associated with erecting specified steel.
					B	Submittals
					1.	Complete shop detail drawings and erection drawings shall be submitted for review in accordance with the Standard Specifications and other provisions of the Contract. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.
					C	Materials

1. All structural steel shapes and plates covered by this work shall be new and shall be ASTM A 709 grade 36 or grade 50 unless otherwise noted herein or on the Plans.
2. All high strength bolts shall meet FHWA requirements for rotational tests.
3. All threaded fasteners shall be ASTM A 325, Type 1 galvanized, unless otherwise noted on the Plans or Special Provisions
4. Concrete masonry anchors shall be type S as specified in Subsection 502.5.6.2 of the Standard Specifications. The anchors shall be adhesive anchors, stainless steel, or if specifically called for on the Plans or Special Provisions, either hot dip galvanized or mechanically galvanized in accordance with AASHTO M232 or AASHTO M298, respectively.

D Painting

1. The entire Subsection 506.3.31.3 of the Standard Specifications shall be amended by the following:
2. Description:
 - a. This special provision covers the shop cleaning and the shop application of a complete coating system of new structural steel (except for the Weathering Structural Steel Channels, see Article 14 – Structural Steel HS, Unpainted Weathering Steel). This work is included in the work of furnishing and fabricating structural steel. This special provision also covers the field cleaning and repair of surfaces damaged in shipping, handling, and erecting the structural steel and the field cleaning and painting of existing steel at demolition locations and locations of connection to all new steel.
 - b. The shop coating system shall consist of a coat of an inorganic zinc-rich primer, a coat of high build epoxy, and a urethane protective coat Technology used herein is in accordance with the definitions used in volume 2, systems and specifications, of the SSPC Steel Structures Painting manual (1989 Edition).
 - c. Seasonal limitations on Field Painting. Except as otherwise authorized by the Owner's Representative, no field coating shall be allowed between October 15th and May 1st.
3. Materials:
 - a. Coating Systems: The color for the epoxy coating material shall be Federal Paint # 30095 in matte finish.
 - b. The fourth paragraph of Subsection 517.3.1.7.2 of the Standard Specifications shall be modified to read: "On all other areas including the outside surfaces of splice plates, the minimum dry film thickness above the surface profile for the primer coat shall be 3.0 mils."
4. Provision for Inspection.
 - a. The Contractor shall make arrangements for inspection of all shop painting with the Construction Supervisor or the Inspector.
- 5 Preparation for Shop Coating
 - a. All areas with oil or grease on surfaces to be coated shall be cleaned with clean petroleum solvents and then all the surfaces to be coated shall be blast cleaned to a near-white finish in accordance with SSPC-SP10
 - b. All fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, shall be removed by grinding and the area re-blasted to give 1 to 2.5-mil surface profile.
 - c. Scaling hammers may be used to remove heavy scale but heavier type chipping hammers which would excessively scar the metal shall not be used.
 - d. Abrasives used for blast cleaning shall be either clean dry sand, steel shot, mineral grit, or manufactured grit and shall have a gradation such that the

abrasive will produce a uniform profile of 1 to 2.5 mils, as measured with extra coarse Testex Replica Tape.

- e. All abrasive and coating residues shall be removed from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, the top surfaces of all structural steel, including flanges, longitudinal stiffeners, splice plates, hangers, etc., shall be vacuumed after the double blowing operations are completed. The air line used for blowing the steel clean shall have an in-line water trap and the air shall be free of all oil and water as it leaves the air line. The steel shall then be kept dust free and primed within 8 hours after blast cleaning.

- f. Care shall be taken to protect freshly coated surfaces from subsequent blast cleaning operations. Blast damaged primed surfaces shall be thoroughly wire brushed or if visible rust occurs, reblasted to a near-white condition. The wire brushed or blast cleaned surfaces shall be vacuumed and reprimed by spraying.

- 9. All areas where field welding is required shall be masked prior to shop coating. The Owner's Representative must approve blasted and cleaned surfaces prior to the coating-application.

6. Mixing the Coating.

- a. The coating shall be mixed with a high shear mixer (such as Jiffy Mixer) in accordance with the manufacturer's directions, to a smooth, lump-free consistency. Paddle mixers or paint shakers are not permitted. Mixing shall be done, as far as possible, in the original containers and shall be continued until all of the metallic powder or pigment is in suspension. Care shall be taken to ensure that all of the coating solids that may have settled to the bottom of the container are thoroughly dispersed. The coating shall then be strained through a screen having openings no larger than those specified for a Number 50 sieve in ASTM E 11. After straining, the mixed primer shall be kept under continuous agitation up to and during the time of application.

7. Thinning the Coating.

- a. In general the coatings are supplied for normal use without thinning. If it is necessary to thin the coating for proper application in cool weather or to obtain better coverage of the urethane protective coat, the thinning shall be done in accordance with the manufacturer's recommendations.

8. Conditions of Coating.

- a. Coating shall be applied only when the following conditions have been met:

- 1. Temperature. The temperature of the air and the steel shall be above 50°F for coatings other than the topcoat. This 50°F minimum temperature shall be maintained throughout the minimum cure times as listed in the QPL. For the urethane topcoat the temperature of the air and steel shall be above 40°F. Coatings shall not be applied if the temperature is high enough to cause blistering. The surface temperature of the steel shall be at least 5°F higher than the dew point (this requires the steel to be dry and free of any condensation regardless of the actual temperature of the steel).
- 2. Humidity. The coating shall not be applied when the relative humidity is greater than 90 percent nor when a combination of temperature and humid conditions are such that moisture condenses on the surface being coated.

9. Applying the Coating.

- a. After the surface to be coated has been cleaned and approved by the Owner's Representative, the primer shall be applied so as to produce a uniform even coating bonded with the metal. Succeeding coats shall be applied when approved by the Owner's Representative. The minimum time between coats shall be 16 hours at a minimum of 50°F unless a longer recoat interval is deemed necessary by the manufacturer's product data sheet. It is the applicator's responsibility to determine if the coating has cured sufficiently for proper application of succeeding coats. The maximum time between coats shall be in

accordance with the manufacturer's recommendation except that no more than 60 calendar days will be permitted between coats. If the maximum time between coats is exceeded, all newly coated surfaces shall be completely blast-cleaned again to a near white finish, SSPC-SP10 or SSPC-SP1 1, and recoated and shall be at the Contractor's expense.

- b. The coatings shall be applied with the spray nozzles and pressures recommended by the producer of the coating system, so as to attain the dry film thickness specified. In general, the minimum dry film thickness for the organic zinc-rich primer shall be 3.0 mils, for the epoxy coat shall be 3.5 mils, and for the urethane protective coat; shall be sufficient to provide a uniform color and appearance but in no case less than 1.0 mu. The dry film thickness of the organic zinc-rich primer coat on the top of top flanges where stud shear connectors are to be welded, shall not be less than 1 mil or greater than 2.5 mils. In the shop, the external surface of field bolted connections (including the external surface of splice plates) shall be primed with organic zinc-rich (minimum 4.0 mils Paint) only. The faying surfaces of bolted field splices, bolted shop splices, or any other bolted faying surfaces, shall be masked during subsequent coating operations. The inorganic zinc-rich primer shall be applied to a dry film thickness of 1.0 to 2.5 mils on all surfaces internal to the connection and all surfaces of all filler plates.
- c. The dry film thickness will be determined by the use of a magnetic dry film thickness gage. The gage shall be calibrated on the blasted steel with plastic shims approximately the same thickness as the minimum dry film thickness. A Tooke film thickness gage may be used to verify the coating thickness when requested by the Owner's Representative. If the Tooke gage shows the primer coat to be less than the specified minimum thickness, the total coating system will be rejected even if the total of dry film thickness exceeds the total of the minimum for each coat of the 3-coat system.
- d. All bolted shop connections and bolted cross frames or diaphragms shall be removed and disassembled prior to the blasting and coating of the girders or beams. The parts shall be blasted separately and primed, then reassembled and the bolts fully tightened using the turn of the nut method.
- e. All galvanized components, including galvanized nuts, bolts, and washers, shall be solvent cleaned, given a tie coat, and then coated with both the epoxy coat and the urethane protective coat.
- f. If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags, the coating shall be applied in multiple passes of the spray gun, the passes separated by several minutes. Where excessive coating thickness produces "mud-cracking," such coating shall be scraped back to soundly bonded coating and the area recoated to the required thickness.
- g. In areas of deficient primer thickness, the areas shall be thoroughly cleaned with power washing equipment, as necessary to remove all dirt; the areas shall then be wire brushed, vacuumed, and recoated.
- h. All coating shall be done in a neat and workmanlike manner as described in SSPC-PAI, producing a uniform, even coating which is bonded to the underlying surface.
- i. Erection marks, for the field identification of the members, and weight marks shall be transferred or preserved.
- j. All metal coated with impure, unsatisfactory, or unauthorized coating material, or coated in an unworkmanlike or objectionable manner, shall be thoroughly cleaned and recoated or otherwise corrected as directed by the Owner's Representative.
- k. All dry spray shall be removed by sanding if necessary, prior to the application of the succeeding coat.
- l. Material shall not be loaded for shipment until the shop coating has adequately cured and has been inspected. The components will be stamped "Recommended for Use" only after the loading has been completed and approved.

10. Stenciling Requirement

- a. At the completion of the coating, the completion date (month and year) and the number of the type of coating system used shall be stenciled on the inside of the fascia beams, at the locations designated by the Owner's Representative, in 4-inch numbers; for example: 7/00-48. The paint used for this marking shall be any urethane spray paint.

11. Handling Steel

- a. Extreme care shall be exercised in handling the steel in the shop, during shipping, during erection, and during subsequent construction of the Trestle Landing. Painted steel shall not be moved or handled until sufficient cure time has elapsed to ensure no damage is done to the fresh coating. The steel shall be insulated from the binding chains by softeners approved by the Owner's Representative. Hooks and slings used to hoist steel shall be padded. Diaphragms and similar pieces shall be spaced in such a way that no rubbing will occur during shipment that may damage the coatings. The steel shall be stored on pallets at the job site, or by other means approved by the Owner's Representative, so that it does not rest on each other. All shipping and the job site storage details shall be presented to the Owner's Representative at the pre-fabrication meeting and they must be approved prior to shipping the steel.

12. Shop and Field Repair.

- a. All shop repairs to the coating shall be made in strict accordance with the coating supplier's recommendations except where the requirements listed in this specification are more stringent. All written procedures for shop and field repairs shall be submitted for approval by the Owner's Representative prior to coating. All coatings applied to repair areas shall be applied using recommended spray equipment only.
- b. Such repairs shall include the application of the following coating system; e.g. on rusted areas: the zinc-rich primer, the epoxy intermediate coat, and the urethane protective coat; on non-rusted areas (where the primer is at least equal to the minimum required dry film thickness): the epoxy intermediate coat and the urethane protective coat; and on galvanized components: the tie coat, the epoxy intermediate coat, and the urethane protective coat. If any blast cleaning is required in the field it shall be done using an approved low-dust abrasive.

13. Field Painting

- a. The painted surfaces of all new structural steel damaged by transportation, handling and erection shall be repaired as specified herein.
- b. All portions of the structure shall be protected against splatter, splashes, and smiches of coating material by means of protective covering suitable for the purpose.
- c. Pedestrians, vehicular and other traffic upon or underneath the structure shall be protected.
- d. Portions of structural steel which are embedded in concrete shall be blast cleaned and painted with a 1 mil (minimum dry film thickness) coating of zinc rich primer, unless noted otherwise.
- e. All flame cut edges of plates that will be painted shall be ground or planed to remove the hardened surface caused by the flame. Removal of this surface is necessary to obtain a proper cleaned surface for adhesion of the paint.
- f. Any galvanized surfaces that are to be also painted shall be cleaned and given a tie coat in accordance with the recommendations of the manufacturer, unless otherwise noted. The tie coat shall be a wash primer that chemically etches the galvanized surface and shall be subject to the Owner's Representative approval. The following galvanized items shall be painted.

14. Inspection of Prime Coat.

- a. The Construction Supervisor or the Inspector shall approve all surface preparations before the application of any coating. Each coat shall be inspected prior to the application of the next coat. Areas found to contain runs, overspray.

roughness, or other signs of improper applications shall be repaired or recoated in accordance with the manufacturer's recommendations.

b. Safety precautions stated in the manufacturers printed instructions shall be carefully observed.

c. The painting work under this section shall include all of the exposed exterior metals except for the Unpainted Weathering Steel Channels and Stainless Steel Decorative Railings at the Trestle Landing and Stairs.

QUALIFIED PAINT SOURCES AND PRODUCTS

(Inorganic Zinc-Rich and Epoxy Systems with VOC's at 2.8 pounds or less per gallon)

Producer Arneron Coatings Division 201 North Berry St. Brea, CA 92621 1-800-344-0025	Coats	Products	Dry Film	Minimum Time
			Thickness Mils. Mm. Hour	Between Coats
Carboline 350 Hanley Industrial St. Louis, MO 63144 314-644-1000	1st	Dimetcoat 21-9	3.0	24
	2nd	Amercoat 385	3.5	8
	3rd	Amercoat 450 HS	1.0	
Sherwin Williams 1051 Perimeter Drive Schaumburg, IL 60173 847-330-1558	1st	Carbozinc CZ 11 HS	3.0	24
	2nd	Carboline 893	3.5	8
	3rd	Carboline 134 HS	1.0	
Davis Paint Mfg., Inc. 3420 Candler's Mtn. Rd. Lynchburg, VA 24506 804-846-5377	1st	Zinc Clad II HS (3pk)	3.0	24
	2nd	Recoatable Epoxy B67	3.5	8
	3rd	Corothane II B65 W200 Series	1.0	
	1st	Zinc P 159	3.0	24
	2nd	Epoxy P 192/M165	3.5	8
	3rd	Shinethane Urethane	1.0	

d. The intermediate coat and the urethane topcoat shall be of sufficient dry film thickness to completely cover the prime coat and the intermediate coat respectively and produce a uniform color and appearance.

e. The color for the urethane top coat shall be approved by the engineer.

f. The minimum on the faying surfaces shall be 1.0 mu and the maximum 2.5 mils.

E Construction Requirements

The requirements of Subsection 506.3 of the Standard Specifications shall be supplemented by the following:

1. General. All welding and non-destructive testing for redundant main members and secondary members shall conform to the current edition of the AWS/AASHTO Bridge Welding Specifications, D1.3-95, modified in accordance with the latest AASHTO Standard Specifications for Welding of Structural Steel Highway Bridges and to the details shown on the Plans.

2. The Contractor shall notify the Owner's Representative at least 30 calendar days in advance of the beginning of work at the steel fabrication shop. The Owner's Representative shall be under no obligation to accept any work performed before the thirtieth (30th) day after such notice.

3. All quantitative and qualitative testing and performance and other incidentals to perform the work under this section shall be in accordance with the State of Wisconsin, Department of Transportation, latest specifications and latest supplement specifications.

4. Nondestructive testing will include radiographic, magnetic particle, and ultrasonic methods as well as any other type of inspection the Contractor proposes to use with the Owner's Representative approval.
5. Ultrasonic testing may be used in lieu of radiographic testing subject to the approval of the Owner's Representative, except as noted in the fracture control plan.
6. Fillet welds shall be tested by the magnetic particle method.
7. All inspection shall be performed by a firm or agent employing qualified welding inspection personnel and using up-to-date equipment. The Contractor shall inform the Department's Inspector (or the Department's inspection agency) of the name of this firm and the identity of the equipment to be used. No fabricated steel shall be inspected or accepted until the firm and its equipment have been approved.
8. If a fabricating shop prequalified its metal-arc welding operators according to the standard qualification procedures of the American Welding Society and certifies to the Owner's Representative that an operator working on the structure has been prequalified within twelve (12) months previous to the beginning of the work on the subject structure, the Owner's Representative may consider such operator qualified. The certificate shall state that such operator has been doing satisfactory welding of the required type within the three (3) month period previous to the subject work. A certificate shall be submitted for each operator and for each project, stating the name of the operator, the name and title of the person who conducted the examination, the kind of specimens, the positions of welds, the results of the tests and the date of the examination.
9. Unless otherwise specified, holes for field connecting parts shall be drilled or reamed in the shop with the connecting parts assembled or else drilled or reamed to a metal template.
10. Stainless Steel Shims. Wherever shims are required, the nominal, or theoretical, thickness "t" shall be indicated. The actual shim pack furnished shall have a thickness equal to 2 times the nominal thickness indicated and shall be composed of the following material thicknesses: t, $\frac{1}{2}$ t, $\frac{1}{4}$ t, etc. The thicknesses of the material furnished shall be such that the total shim pack thickness can be adjusted in increments of $\frac{1}{32}$ -inch for machinery bases and structural parts that have machined surfaces, or $\frac{1}{16}$ th inch for structural steel connections for parts not having machined surfaces.
11. Dimensional tolerances for welded members shall be in accordance with the AWS Specifications with revisions and as modified by the AASHTO Standard Specifications for welding of Structural Steel Highway Bridges. The deviations shall be determined in accordance with Section 1.4.B.2 of the AASHTO Standard Specifications for Highway Bridges.
12. Prior to fabrication, the Contractor shall field verify all dimensions where the connection of new steel is to be made to the existing structure.
13. All steel members shall be shop assembled and checked for dimensional fit to the existing structure prior to shipment.
14. Payment. Section 506.5 is amended from the standard specifications as follows: A All shop painting, shop repair painting and all field surface preparation and field painting, as specified herein, shall be reimbursed under the respective structural steel pay item. Painting shall not be measured separately for payment.

16. Structural Steel HS, "Unpainted Weathering Steel"

A	Description
1.	This work shall consist of furnishing, fabricating, and erecting all Structural Steel HS, "Unpainted Weathering Steel" for the Trestle Landing as shown on the Plans and as specified herein. All work shall be performed in accordance with the applicable requirements of the Standard Specifications in general and Section 506 in particular, except as modified herein or shown on the Plans.
2.	This work consists of but is not limited to, the following items: <ol style="list-style-type: none"> <li data-bbox="210 553 264 570">a. All steel channels to support the Trestle Landing <li data-bbox="210 646 264 1101">b All work associated with erecting specified steel.

B Submittals

1. Complete shop detail drawings and erection drawings shall be submitted for review in accordance with the Standard Specifications and other provisions of the Contract. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

C Materials

1. All structural steel channels covered by this work shall be provided as specified on Structural Plans.

17. Electrical and Lighting System, General

A Electrical Service, Main Lugs Only, Meter Pedestal, Trestle Connector

1. The utility contact for the project is:

Jim Ward at WE Energies
Phone: (414) 449-3013
Email: jim.ward@we-energies.com

2. The Contractor shall arrange for the electrical power source in the name of the City of Milwaukee. The power company installation will be paid for by the City of Milwaukee, and energy costs will be paid by the City of Milwaukee. A time-of-use meter shall be installed.

B Metallic Conduit

1. Exposed conduit shall be primed and painted to match the color of the structure; the paint used on metallic conduit must be formulated for galvanized surfaces.
2. Routing of exposed conduit shall be done in a manner that is straight or at right angles to the structure and be concealed from view to the extent possible (i.e. on the top of a beam, etc.). The locations of any exposed conduits associated with this project shall be approved by the architect prior to installation.

C Nonmetallic Conduit

1. Exposed conduit shall be primed and painted to match the color of the structure.
2. Routing of exposed conduit shall be done in a manner that is straight or at right angles to the structure and be concealed from view to the extent possible (i.e. on the top of a beam, etc.). The locations of any exposed conduits associated with this project shall be approved by the architect prior to installation.

D General Requirements

1. This work shall conform to the current edition of Wisconsin Electrical Code, National Electrical Contractor's Association, (NECA) electrical construction practices and Wisconsin DOT Standard Specifications for Highway and Structure Construction, 1996 Edition.
2. Installations below grade or for concrete encasement shall be made available for inspection before being backfilled or concealed.
3. The contractor shall contact the City of Milwaukee electrical inspector and engineering department for permits/inspection of all electrical installations.

E Materials

1. All materials furnished by the contractor for lighting installation under this contract are subject to approval by the engineer.
2. The contractor shall furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for lighting. Such list shall include the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications,

and other product information requested by the engineer. The list and cut sheets/shop drawings shall be submitted within 20 calendar days of the award of the contract. No materials shall be incorporated into the lighting system prior to the written approval of the architect & engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without re-submittal for approval.

3. The luminaire mounting information, as coordinated with the structure, shall be included in the shop drawings. Drawings shall detail dimensions, weights, methods of field assembly and installation, components, features, and accessories.

4. Coordination drawings for fixtures mounted on or in the Trestle Connection. Such drawings shall indicate coordination with structural drawings, finish materials, and other equipment.

5. The Contractor is allowed up to two (2) submittals of material for approval. If more than two submittals are required, the Contractor will be charged \$250 per bid item for additional review time, with payment made with the re-submittals.

F Splices

1. Splices shall be made with King Safety Products Pro-Line silicone-filled safety connectors or equivalent connectors for wire combinations up to 2#6 w/#12AWG. The intent of the specification is a flexible connector which can move when frozen and eliminates the possibility of corrosion and flashover. Splices for larger combinations of wires shall comply with DOT Specification Section 659.3.2. All splices within a pull-box, junction box, hand-hole, etc. shall be of the same type. No splices are allowed in below grade pull boxes.

G Circuit Identification

1. Color AND circuit identification coding are both required for conductors. Each accessible location of feeder cable in junction boxes and pull boxes, including through-going cables shall be color and circuit coded.
2. Color coding shall be applied by means of 2-inch wide bands of tape suitable for the application, unless the cable jacket is of the proper color. All tails of all splices shall be coded. Both tails of all fuse assemblies shall be coded. Secondary distribution circuits shall be color-coded as shown on the plans.
3. In addition to color coding, a permanent tag identifying the conductor circuit number shall be attached to the respective conductor. The circuit tags shall be equal to Panduit SSM series marker ties. Circuit number, neutral or ground shall be legibly handwritten on the tags using permanent black marker suitable for marking on nylon, as appropriate.

H Threaded Fasteners

1. All threaded fasteners (i.e. screws, bolts, etc.) shall be liberally coated with an approved anti-seize compound. Excepting fasteners inside control cabinets, fasteners up to half an inch in diameter shall be stainless steel.

I Bonding Wire

1. Bonding wire shall be installed in conduits for equipment grounding. All equipment shall be grounded as required. All ground and bonding wire to follow section 290 of the National Electrical Code, and applicable portion of Wisconsin Codes, PSC14—Electrical Code and COMM 16—Electrical.

J Initial Failures

1. The contractor and the engineer shall agree on a time for test burning of completed installations which is generally toward the end of the contract period. Failed lamps shall be replaced, along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required.

K Incidental Material

1. The contractor is responsible for providing a completely operational lighting system. Any materials and work not specifically identified or quantified, shall be included with the respective bid item.

L O&M Manuals

1. The contractor shall provide 2 sets of hardbound, 3 ring binders containing operating and maintenance information to be turned over to the BID district and the City of Milwaukee (4 sets total). The binder shall include directory, appropriate labeling and dividers between the sections. These manuals shall include, but not limited to the following:

- a. Shop Drawings of ALL approved equipment/materials.
- b. Typed List of Lamps.
- c. Maintenance and installation manuals for equipment installed.

18. Gravel Type 1, Item SPV.0035.01

A Description

1. This special provision describes the finish gravel surface at the North Landing.

A.1 Related Work

1. Concrete, Sitecast
2. Concrete Benches
3. Lannon Stone Edging
4. Boulders
5. Slip-Resistant Metal Flooring

A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Manufacturer's Data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2.2 Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials:
 - a. Gravel: (1) Five pound bag, showing full range of color, sizes and texture.

B Materials

B.1 Gravel

1. Common Name – "Crushed Limestone", approximately 1/4" to 1/2" in diameter, to match architect's sample.
2. Provide gravel quantity to 4" depth of coverage.
3. Possible Sources for Crushed Limestone:

Halquist Stone
PO Box 308, N51 W23563 Lisbon Rd.
Sussex, WI 53089
Phone: 262-246-9000

Rockwell Lime Company
4110 Rockwood Road
Manitowoc, WI 54220
Phone: 920-682-7771

Sun Prairie Sand and Gravel, LLC
495 Marshview Drive
Sun Prairie, WI 53590

Blain Limestone Inc.
7308 West State Road 11
Janesville, WI 53548

Phone: 608-887-4041

Phone: 608-876-6959

C Construction

C.1 Project Conditions

1. Inspect sub-grade conditions to determine that it is substantially complete and prepared and that the site is ready for the work of the section. Notify the Architect in writing of any discrepancies or unsatisfactory conditions and do not commence operations until they have been corrected.

2. Coordinate with the work of all other sections separate contracts on the site, including especially Lannon stone edging, and the setting of wood decking foundations, benches, boulders, and other embedded items in paving area.

3. Cold Weather Protection. Do not use frozen materials or build on frozen sub-grade.

C.2 Delivery, Storage, and Handling

1. Deliver all packaged materials to the site in original unopened packaging clearly indicating manufacturer's name, and other identifying information.

2. Store all materials in a dry location off the ground, and in such a manner as to prevent damage or intrusion of foreign matter. All materials which have become damaged or unfit for use during delivery or storage shall be replaced at the expense of the Contractor.

C.3 Preparation

1. Verify layout and grades of earth substrate before proceeding with any work. Contractor shall satisfy himself that sub-base installed is adequate for proper installation of work specified herein.

2. Verify that earth below gravel bed is sufficiently compact for stable installation of gravel bed.

C.4 Installation

1. Upon receiving approval of final staked location, begin work. Establish grade controls, maintaining the required lines and grades.

2. Spread gravel evenly to cover all indicated surfaces, mixing separate batches for consistency of material if necessary.

C.5 Cleaning

1. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operations.

C.6 Protection

1. Protect all gravel from damage due to construction and vehicular traffic until final acceptance.

D Measurement

1. The City will measure the Gravel Type 1 by the cubic yard acceptably completed.

E Payment

1. The City will pay for the measured quantity at the contract unit price under the following bid item:

- | Item Number | Description | Unit |
|-------------|---------------|------|
| SPV.0035.01 | Gravel Type 1 | CY |
- Payment is full compensation for all the work required under this bid item.

19. **Luminaires**, Item SPV.0060.06, SPV.0060.08, SPV.0090.01

- Description**
The work under these items consists of furnishing and installing luminaires, wiring, supports and outlet boxes per the plans and specifications, and making connections. The work under this item shall conform to Section 659 of the standard specifications and as hereinafter provided.

B Materials

- TYPE A SPV.0060.06**
 - Description**

Recessed Step & Bench Lights: Recessed wall luminaire constructed of die cast and extruded aluminum with integral wiring compartment. Mounting tabs provided. Enclosure made of one piece die cast aluminum faceplate, 0.125" thick, clear tempered glass with translucent white ceramic coating. Faceplate is secured by two (2) socket head, stainless steel, caprive screws threaded into stainless steel inserts in the housing casting. Continuous high temperature O-ring gasket for weather tight operation. Provided with a quantity of nine (9) 1-watt LED's, 12 watt total, -40°C start temperature. Integral 120-volt through 277-volt electronic LED driver. LED board and the driver are mounted on a removable plate for easy replacement. LED color temperature is 3300K. Junction temperature is 80.4°C. All units are suitable for a maximum of four (4) No. 12 AWG conductors (plus ground) suitable for 75°C. Provided with two (2) 1/2" NPT threaded conduit entry locations. U.L. listed, suitable for wet locations and for installation within 3 feet of ground. Suitable for all types of construction including poured concrete. Type non-IC. Protection class: IP 64. Provide a light that meets the above description or an approved equal. Finish to be selected by Architect during shop drawing review prior to final ordering

- Basis of Payment**

TYPE A-SPV.0060.06, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and all incidentals necessary to complete the work.

- TYPE D SPV.0060.08**

- Description**

Recessed Tree Up-lights: In-ground HID fixture with adjustable field interchangeable reflectors in multiple beam spreads producing optic effects from narrow spot to wide flood. Arm locking (both directions) adjustability while fixture is illuminated. Low heat for walk over direct contact with integral dual lens <131°F/55°C. Finish shall be anodized aluminum. Material body is a Class 1 hard anodized low copper aluminum casting with a 10 year anticorrosion warranty. Screws and anti-theft tabs are Stainless steel. Sleeve is PVC (recycled). Glass is heat-treated tempered extra clear. Trim is die cast machined aluminum. Collar is Anodized aluminum. In-ground mounting is suitable for direct burial in soil/gravel or cast into concrete. Body is supplied with collar, sleeve and quick disconnect cable for ease of fixture installation and maintenance providing a barrier against moisture wicking into fixture. Fixture to utilize one (1) 39-watt CMH lamp (T-6)

with a 120-volt through 277-volt electronic HID ballast. Provide a light and/or fixture that meet the above description or an approved equal.

b. Basis of Payment

TYPE D-SPV 0060.08, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

4. TYPE E Add Alternative #1 SPV.0090.01

a. Description

Trestle Landing Guardrail Lights: For use as exterior lighting. Continuous LED strip light. Constructed of a UV and impact resistant acrylic diffuser, UV resistant plastic housing in silver. Optional stainless steel c-channel for rigidity, high intensity white LEDs (4500° K) as light source. Available in 2', 4', 6', 8' standard lengths with 2' field cuttable pieces. System power is 4.32 watts per linear foot. LED fixtures to operate at 24-volt DC power. Provide fixture with 100-watt remote power supplies with 120-volt through 277-volt input. All 24-volt DC cabling from power supply to fixtures to be #14 AWG furnished by manufacturer as part of complete system. Power supplies to be mounted below Trestle concrete deck as indicated on the drawings. All power supplies to be mounted in a lockable or tamper-proof NEMA 3R enclosure. System to come as complete system from manufacturer including power supplies with enclosures, clips, wire and fixtures. Fixture is Metlabs listed. Complies with UL 1598 and CSAC22.2 No. 250 in Luminaires and Wet listed. Provide a light that meets the above standards or an approved equal.

b. Basis of Payment

TYPE E-SPV.0090.01, measured as provided above will be paid at the contract unit price per each, which price will be payment in full for furnishing and installing all materials, including fixtures, lamps, supports, wire, outlet boxes and all necessary hardware and fittings and for all labor, tools, equipment and incidentals necessary to complete the work.

5. Special Project Warranty Period

a. The lighting will have an industry standard warranty for this type of lighting, beginning on the date of Substantial Completion. A full warranty shall apply for the first year of the period, and a prorated warranty for the last 9 years.

6. Finish; Metal Parts:

a. Manufacturer's standard finish applied over corrosion-resistant primer, free of streaks, runs, holidays, stains, blisters, and defects. Remove fixtures showing evidence of corrosion during project warranty period and replace with new fixtures. Provide touchup of scratches in painted surfaces as approved by the lighting designer.

7. Connections

a. The use of rigid or flexible conduit and related wire to connect into the feeder at the adjacent junction box shall be incidental to this item. Flexible conduit shall be liquid-tight and UL Listed for sunlight resistance. Provide malleable iron fittings as appropriate. Wire shall be in accordance with Standard Specification Section 655 2.6.

b. In addition to the items listed above, the Contractor shall furnish all other items such as splice connectors, tape and other items required to completely install the luminaires.

C Construction

1. The luminaires shall be installed as indicated on the plans. The exact locations and final aiming shall be coordinated with the lighting designer and architect.
2. Set units plumb, square, and level with Trestle elements, and walls, railings, structural conditions and secure according to manufacturer's printed instructions and approved shop drawings.
3. Support for Recessed and Semi-recessed Fixtures:
 - a. Installed units are not to be supported from scaffolding or temporary components (i.e. light gauge metal or support system intended for temporary use).
4. Support for Mounted Fixtures:
 - a. Installed units to be mounted securely to structure. Install each fixture properly and safely. Furnish and erect hangers, rods, mounting brackets, supports, and other equipment required.
5. Furnish lighting fixtures complete with appurtenances required for the proper, safe, and distortion free installation in various surfaces in which they appear. Determine surface types from the structural and architectural drawings.
6. Each lighting fixture shall be packaged with complete instructions and illustrations showing how to install. Install lighting fixtures in strict conformance with manufacturer's recommendations and instructions.
7. Proper installation shall include focusing all framing projectors and wash lights at the direction of the lighting designer or architect. This effort shall take place entirely after dusk.
8. Do not install fixtures and/or parts such that finish plates and trims may be marred until all painting, rough carpentry, and/or finish work has been completed.
9. Support all light fixtures independently of piping or downspouts.
10. Splices to internal wiring shall be made with approved silicon filled wire connectors, suitable for the temperature and voltage conditions to which they are subjected.
11. All wire utilized for connections to or between individual lamps sockets and lamp auxiliaries (i.e. wires which do not constitute "through circuit" wiring suitable for temperature, current, and voltage conditions to which it is subjected.
12. Install reflector cones, baffles aperture plates and decorative elements after completion of painting and general cleanup.
13. Replace blemished, damaged or unsatisfactory fixtures as directed.
14. Inspect each installed fixture for damage. Replace damaged fixtures and components. Replace or repair malfunctioning fixtures and components, then retest. Repeat procedure until all units operate properly. Give advance notice of dates and times for field tests. Provide instruments to make and record test results.
15. At the time of final acceptance by the Owner, all lighting fixtures shall have been thoroughly cleaned with materials and methods recommended by the manufacturers, all broken parts shall have been replaced, and all lamps shall be operative.
16. The Contractor shall be responsible for obtaining from his supplying lighting manufacturers for each type of lighting fixture, a recommended maintenance manual including the items below. These items are to be included in the O&M manual
 - a. Tools required
 - b. Types of cleaners to be used
 - c. Replacement part identification lists.

D Method of Measurement

1. Luminaires will be measured by the unit complete and accepted in place

20. Lighting Control Cabinet, Item SPV 0060.09

A	
Description	
<p>1. This work shall consist of furnishing and installing a lighting control cabinet complete with outdoor NEMA 3R rated enclosure, concrete foundation, electrical service grounding electrode system, panelboard, circuit breakers, time clock, wiring and all equipment and materials as shown in the plans or required to provide the client a fully functional lighting system. The cabinet with all of its electrical components, wiring and parts shall be assembled in a neat and orderly fashion. The lighting control cabinet shall comply with all current Wisconsin Electrical Codes and current National Electrical Safety Codes (NESC), City of Milwaukee Street Lighting standards and State of Wisconsin – Department of Transportation Standards. Fully constructed lighting control cabinet shall be UL listed and labeled.</p>	
<p>2. Contractor shall refer to the electrical drawing E1.5 for a detail indicating the components to be included. This detail is based upon the City of Milwaukee standards used by Milbank Manufacturing Company to establish a standard of construction and quality level. (contact Tony Beary - C&I Quotations & Technical Support - Milbank Manufacturing, tbeary@milbankmfg.com, Phone (660) 463-0823). Alternate manufacturers are allowed and will be accepted, but the cabinet should come complete with all accessories and equipment as noted on the drawings and in this specification.</p>	
B	
Materials	
<p>1. Panelboard</p> <p>a. The panelboard shall utilize standard circuit breakers in a NEMA 1 enclosure as manufactured by Square D NQ (20" wide x 44" high max.). The panel shall be 120/240 volt, single-phase, 3-wire with a 100-ampere Main Circuit Breaker, 18 circuits total. Provide copper ground and split neutral bus bars in addition to copper bus bars. Provide bolt-on, thermal-magnetic circuit breakers that clearly indicate ON, OFF or TRIPPED position in the panel that are standard type or as indicated on the plans. Meter socket shall conform to WE Energies meter socket requirements and shall be 120V/240V, 200A, ringless with leveraged bypass. Leveraged bypass shall be an enclosure mounted, NEMA 3R external disconnect. Equivalent manufacturers: General Electric (GE), Siemens, Eaton/Cutler-Hammer.</p>	
<p>2. TVSS</p> <p>a. A surge suppressor shall protect the panelboard. The TVSS shall be powered from a 240V, 30A, 2 Pole circuit breaker. The TVSS shall provide 6 modes of surge protection, meet UL 1449 Second Edition with 32KA per phase and 48KA system peak surge current, contain LED line indicators, 5-year warranty, and dimensions of 4.54"Hx2.58"Wx2.22"D. Connect the surge suppressor to the branch circuit breaker as indicated on the plans. The surge arrester shall be equal to Intermatic IG1240RC3.</p>	
<p>3. Field Wiring Termination Strip</p> <p>a. All connections from the field wiring to equipment in the lighting control cabinet shall be made through termination blocks. Provide channel mount type single terminal blocks that are capable of holding #12 to #1/0 wire for power, neutral and grounding connections (quantity as required on the plans); equal to Square D #GD6. The terminal blocks shall be mounted on a 16" long mounting channel with end anchors and end barriers; equal to Square D #GH130, #GD6B and #GH10, respectively. Each terminal block shall have a label indicating the appropriate circuit number, neutral ("NLT") or ground ("GND") wire connected to block, handwritten numbers and letters are not acceptable means of identification.</p>	
<p>4. Enclosure</p> <p>a. Provide a NEMA 3R enclosure made from .125" Type 5052-H32 aluminum. The doorframe shall be single flanged. All exterior hardware shall be stainless steel. Door handle shall be stainless steel with single point latching system and hasp.</p>	

- Provide a natural aluminum mounting panel at back (interior) of enclosure. The enclosure shall be factory painted semi-gloss finish, as selected from the RAL chart by the architect, by treating with a three (3) stage iron phosphate coating and dried by radiant heat.
5. **External Disconnect Switch**
 - a. Provide a disconnect switch located on exterior of cabinet as requested by City of Milwaukee. Disconnect switch shall be non-fused and shall be of NEMA 3R construction with HASP cover. Disconnect switch shall be lockable in ON or OFF positions and connected to the main circuit breaker as a leveraged disconnect.
 6. **Padlocks**
 - a. Provide Master Lock weather tough series with 2-3/8" wide body and repinnable/replacable cylinder and five keys.
 - b. In addition to the items listed above, the Contractor shall furnish all other items as shown on the plans and required to make the lighting control cabinet complete and operational. Provide insulating bushings to protect conductors entering equipment enclosures.
 7. **Lighting Contactor**
 - a. Provide a multi-pole lighting contactor for lighting on/off control. Contactor shall be electrically held with 8-poles for lighting control (4-used, 3-spare). Locate open frame contactor within NEMA 3R Lighting Control Cabinet. Contactor shall be equal to Square D Class 8903-LG80. Equivalent manufacturers: General Electric (GE), Siemens, Eaton/Cutler-Hammer.
 8. **Intermatic Time Clock**
 - a. Provide an Intermatic Time Clock, Model ETT0115CR. Any other model will be unacceptable.
 - b. After installation is complete coordinate programming of the timer with the City of Milwaukee's Electrical Services Division.
 - C **Construction**
 1. The cables shall be trained in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible, using cable clamps attached with #10 screw to mounting panel equal to Panduit CCH series – adhesive type clamps are not allowed. All equipment shall be mounted to panel in enclosure, unless otherwise indicated.
 2. Install pin and sleeve receptacle securely to cabinet with stainless steel bolts, washers and nuts. The hub (unused and closed) shall be installed in the down position.
 3. Contractor to provide as-built drawings to the City of Milwaukee.
 - D **Method of Measurement**
 1. Lighting Control Cabinet will be measured by the unit, in place and connected for service.
 - E **Payment**
 1. Lighting Control Cabinet, measured as provided above, will be paid at the contract unit price each, which price will be payment in full for excavation, fill, surface restoration, panelboard, switches, enclosure, concrete masonry, grounding and electrical components, and for all labor, tools, equipment and incidentals necessary to complete the work.

21. Lighting Pull Boxes, Item SPV 0060.10

A	Description
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1. This work shall consist of furnishing and installing in-grade pull boxes at locations as shown on the plans and in accordance with the requirements of the plans, specifications and contract.

B Materials

1. Lighting pull boxes shall be a composite enclosure of 10" x 15" flared rectangular and 12" depth as shown on the plans. All dimensions indicated are minimums. The composite boxes shall be constructed of polymer concrete and reinforced by a heavy-weave fiberglass as manufactured by Hubbell Power Systems (Quazite). The pull boxes shall be rated for 8,000 lbs. over a 10" x 10" area at a temperature of -50°F. The box shall be furnished with a cover having a "Lighting" logo, skid resistant surface with a minimum coefficient of friction of .5 and concrete gray color. The cover fasteners shall be stainless steel captive 3/8-inch hex head bolts with stainless steel inserts.

C Construction Methods.

1. Pull boxes shall be installed in accordance with the plan details, locations to be approved by architect.

D Method of Measurement

1. Lighting Pull boxes will be measured as units each and the quantity measured for payment shall be the number of units completed in place and accepted in accordance with the contract.

E Payment

1. Lighting Pull Boxes, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing all materials, including box, cover, course aggregate; for all excavation, backfilling and disposal of surplus material; and for all labor, tools, equipment and incidentals necessary to complete the work.

22. Trestle Landing Decorative Railings, Item SPV.0105.01

A Description

1. This section includes the decorative railings, without limitation, at the following locations:
 - a. Trestle Landing

A.1 Related Work

1. Staining/Sealing/Finishing
2. Lighting and Electrical
3. Structural Steel
4. Concrete

A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Product data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2.2 Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials:
 - a. Wood sample, 24"x 4"x 3/4", showing species, grain, finish, edge treatment
 - b. Stainless Steel Plate and threaded rod sample, showing mill finish
 - c. Stainless Steel Tube/Post sample, showing mill finish
 - c. Stainless Steel Angle sample, showing edge treatment and mill finish

- c. Stainless Steel Perforated Panel sample, 12"x 12" showing folded edges.
- d. One (1) sample of each type of fastening hardware.

A.2.3 Shop drawings

1. Submit the following for approval:

- a. Provide shop drawings of all wood rail and handrail installation, showing all wood shapes, lengths, joints in wood members, gaps between members, attachments, all fastener hole locations, support for lights, conduit and junction boxes, and relationship to the Trestle Landing and to stainless steel supports as shown in construction documents. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.
- b. Provide shop drawings of all stainless steel posts, rails, and supports, clearly indicating all variations of railing types as shown in architectural drawings. Shop drawings to show all elevations, shapes, sizes, weld joints, fastener hole locations, angles, and supports for lights, conduit and junction boxes as shown in construction documents. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.
- c. Provide shop drawings of stainless steel perforated panels for Trestle Landing showing schedule of sizes, quantities and elevations. Elevations to indicate orientation and alignment of perforations, relationship to the Trestle Landing, and edge conditions at folds. Shop drawings to include all attachment details and integration with stainless steel post system as shown in construction documents.

A.2.4 Field Mock-ups

1. Provide full-scale, 10' long mock-up including two full typical bay of the following railing system:
 - a. Trestle Landing railing system (4'-0" bay).

2. Erect the full-scale mock-ups listed above on site for architect's and engineer's approval. Provide appropriate base condition to which mock-ups shall be attached, architect to provide clarification sketch. Mock-ups to show the following:

- a. Complete assembly of conditions as described in drawings and specifications.
- b. Full range of finish/sealant for all materials.
- c. All attachment and miscellaneous hardware.
- d. Installation of one lighting fixture and conduit contained within the Trestle Landing railing system the length of mock-up.
- e. Condition where one perforated metal panel meets another to form a continuous, uninterrupted faceted surface at the exterior face of the guardrail as shown within the drawings.

B Materials

B.1 Wood Rails and Handrails

1. Species: Ipè (Tabebuia)
2. Provide kiln-dried wood
3. Provide clear, vertical grain, all heart, completely free from wormholes or knots, cupping and warping.
4. Provide wood railings in shapes and dimensions indicated by Drawings.

5. Trestle Landing slope to be accounted for in fabrication and installation of wood rails and Handrails such that rails and Handrails maintain proper relationship to stainless steel posts, and parallel, tight joints between members as shown in drawings and specifications.

B.2 Wood Sealant

1. Use high quality oil based penetrating "spar" varnish with UV inhibitors. Sealant to be exterior grade, fast drying for use on exterior wood surfaces, with good resistance to weather, sunlight and excessive moisture.
2. Varnish to have the following properties:

a.	Type:	Phenolic (oil)
b.	Sheen:	Gloss (80+ @ 60o)
c.	% Solids:	51% by weight / 44% by volume
d.	Wt./Gallon:	7.3 lbs
e.	Flashpoint:	102oF SFCC
f.	VOC Level:	Max 450 g/l (3.75 lbs/gal)
g.	Thinner:	Mineral Spirits
h.	Clean up:	Duodol or Mineral Spirits
i.	Dry Time:	Dust free: 2.0 hours
	Recoat:	18.0 hours
	Use:	24.0 hours
j.	Recommended Film Thickness	
	Dry:	1.0 Mills
	Wet:	2.0 Mills
k.	Coverage:	400 sqft/gallon
l.	Color:	Clear

3. Carefully prepare wood for sealant application. Use Conventional spray or natural bristle brush applicators. Apply first two coats after initial sizing of material. Apply third coat at completion of project – see C1 Ordering Materials.

4. Do not over-saturate finish, if applied too thick it can peel off. Do not use on decking.

B.3 Fasteners

1. Provide all stainless steel fasteners.
2. Countersink all fasteners as shown in drawings.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, preferably less. Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.
4. Isolate dissimilar metals with rubber spacers, to be approved by architect and engineer.
5. See drawings for fastener types and sizes.

- a. For perforated panel attachments: Use truss head 18-8 stainless steel machine screws and nuts, with tamperproof two hole "spanner" heads.
- b. For wood rail attachments: Use flat head, 18-8 stainless steel machine screws and nuts, with tamperproof Phillips Pin-Head, Socket Pin-Head, or Torx Pin-Head type heads. Countersink into wood.
- c. For wood handrail attachments: Use flat head, 18-8 stainless steel screws with tamperproof Phillips Pin-Head, Socket Pin-Head, or Torx Pin-Head type heads. Countersink into stainless steel support angles.

B.4 Stainless Steel

1. Handrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds applied horizontally or vertically down at any point on the top rail.
2. All built-up steel sections to be shop-welded.
3. All steel shapes to be shop-drilled and countersunk for attachment points as indicated by drawings.
4. Coordinate steel shapes with electrical conduit pass-throughs as indicated by drawings.
5. All stainless steel elements to be brought to final shape, including all welding, drilling and easing of edges.

B.5 Perforated Metal Panel

1. Perforated Metal Panel to have the following properties:
 - a. Material: 304 Stainless Steel

2. Drill minimum diameter holes in perforated metal panel as required for attachment points as indicated by drawings.
3. Shop-bend and shop-fold perforated metal panel to profiles indicated by drawings. All perforated metal panels to be shaped and installed with the smooth face (the "punch entry side", or "non burr-side") facing out.
4. Trestle Landing slope to be accounted for in fabrication and installation of panels such that panels maintain proper relationship to stainless steel posts, and parallel, tight joints between panels as shown in drawings.

C Construction

C.1 Ordering Material

1. Stainless Steel:
 - a. Contractor shall order stainless steel shapes at the commencement of the project to allow for sufficient lead-time associated with special orders. Contractor shall verify lead times associated with all ordering of metals.
2. Wood:
 - a. Contractor shall procure wood, cut to final cross-sectional shapes, and treat with first two applications of spar varnish finish at commencement of project. The wood should then be stored in a protected, covered area. The third and final application of finish to be done at completion of project apply sealant per manufacturer's recommended schedule.

C.2 Fabrication

1. Fabricate work to be truly straight and plumb with sizes, shapes, and profiles indicated.
2. Shop-fabricate work to the greatest extent possible.
3. Clearly label pieces in shop to facilitate field assembly.
4. Perform welding in compliance with American Welding Society Code.
5. Choose materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness.
6. Fabricate work with uniform, hairline tight joints.
7. Form welded joints and seams continuously and grind flush and smooth to be invisible after finishing.

C.3 Installation

1. Strictly comply with manufacturer's instructions and recommendations.
2. Provide suitable anchors and fasteners to connect miscellaneous metal items to other construction as shown in drawings.
3. Railing system shall be permanently anchored.
4. Provide setting templates and diagrams and coordinate with other work so that adequate anchor bolts, blocking and bracing is in place and accurately located.
5. Make field assembly and connections with the same level of quality as shop fabricated work.
6. Set work accurately and truly plumb, level and aligned. Note that given the slope of the Trestle Landing, all components of the Marsupai Trestle Stair railing system are to follow

the profile of the top of wood decking/concrete landing, and therefore to be perpendicular and parallel to Trestle Landing at every location along the bridge.

7. Maintain allowable variation from true plumb, level, and line of +/- 1/8" in 20'-0".
8. Install and anchor all work to support all loads prescribed by codes.

C.4 Dissimilar Metals

1. Any instance of contact between stainless steel and painted steel should be separated with a neoprene or similar elastomeric gasket, to be approved by engineer and architect.

C.6 Cleaning

1. As installation is completed, wash thoroughly using clean water and soap, rinse with clean water. Do not use acid solution, steel wool, or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAAMM Metal Finishes Manual.

C.7 Repair

1. Remove stained or otherwise defective work and replace with material that meets specification requirements.

C.8 Wood Railing Installation

1. Set fasteners flush with wood surfaces but do not crush wood fibers or overdrive fastener.
2. Fasten wood rails to stainless steel support using longest practical board length with minimum 8'-0" length. Create consistent rhythm of spacing across bridge, to be show in shop drawings and approved by architect.
3. Handrail board lengths to be 12' typical, and a minimum of 8' at ends of Trestle Landing.
4. No joints in handrail, except at right angle corners, where splined and glued miter joints are to be provided as shown in construction documents.
5. Use only hardwood splines and exterior grade glue for horizontal and vertical miter joints at handrail.
6. Pre-drill holes in boards to reduce splitting. Evenly space and center bolts on finished width. Countersink holes in wood and stainless steel as shown in drawings.
7. Seal ends immediately after cutting. Apply final seal to wood upon installation with specified sealant. Do not over-apply sealant.

D Measurement

1. The City will measure the Trestle Landing Decorative Railings as a single lump sum unit for each railing acceptably completed.

E Payment

1. The City will pay for the measured quantity at the contract unit price under the following bid items:

Item Number	Description	Unit
SPV.0105.01	Trestle Landing Decorative Railings	LS
2.	Payment is full compensation for all the work required under this bid item.	

23. East Stair Decorative Railings, Item SPV.0105.02; West Stair Decorative Railings, Item SPV.0105.03

A	Description
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This section includes the decorative railings, without limitation, at the following locations:

- a. East Trestle Stair
- b. West Trestle Stair

A.1 Related Work

1. Concrete, Sitecast
2. Structural Steel

A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Product data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2.2 Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials:
 - a. Stainless Steel Angle/Post sample, showing edge treatment and mill finish
 - b. Stainless Steel Angle sample, 8" x 4" x 1/4", showing edge treatment and mill finish.
 - c. Stainless Steel Handrail Bracket sample, showing edge treatment and mill finish.
 - d. Stainless Steel Handrail Tube, showing edge treatment and mill finish.
 - e. One (1) sample of each type of fastening hardware.

A.2.3 Shop drawings

1. Submit the following for approval:
 - a. Provide shop drawings of all stainless steel posts, rails, and supports, clearly indicating all variations of railing types as shown in architectural drawings. Shop drawings to show all elevations, shapes, sizes, weld joints, fastener hole locations. Shop drawings to include all necessary schedules, material lists and site assembly diagrams.

A.2.4 Field Mock-ups

1. Provide full-scale, 6' long mock-up including one full typical bay of the following railing system:
 - a. East/West Stair railing system (~4'-0" bay)
2. Erect the full-scale mock-ups listed above on site for architect's and engineer's approval. Provide appropriate base condition to which mock-ups shall be attached, architect to provide clarification sketch. Mock-ups to show the following:
 - a. Complete assembly of conditions as described in drawings and specifications.
 - b. Full range of finish for all materials.
 - c. All attachment and miscellaneous hardware.

B Materials

B.1 Stainless Steel

1. Handrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds applied horizontally or vertically down at any point on the top rail.
2. All built-up steel sections to be shop welded.

3. All steel shapes to be shop-drilled and countersunk for attachment points as indicated by drawings.
4. Coordinate steel shapes with electrical conduit pass-throughs as indicated by drawings.
5. All stainless steel elements to be brought to final shape, including all welding, drilling and easing of edges.

B.2 Fasteners:

1. Provide all stainless steel fasteners.
2. Countersink all fasteners as shown in drawings.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, preferably less. Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.
4. Isolate dissimilar metals with rubber spacers, to be approved by architect and engineer.
5. See drawings for fastener types and sizes.

C Construction

C.1 Ordering Material

1. Stainless Steel: Contractor shall order stainless steel shapes at the commencement of the project to allow for sufficient lead-time associated with special orders. Contractor shall verify lead times associated with all ordering of metals.

C.2 Fabrication

1. Fabricate work to be truly straight and plumb with sizes, shapes, and profiles indicated.
2. Shop-fabricate work to the greatest extent possible.
3. Clearly label pieces in shop to facilitate field assembly.
4. Perform welding in compliance with American Welding Society Code.
5. Choose materials that are smooth and free of blemishes such as pits, roller marks, trade names, scale and roughness.
6. Fabricate work with uniform, hairline tight joints.
7. Form welded joints and seams continuously and grind flush and smooth to be invisible after finishing.

C.3 Installation

1. Strictly comply with manufacturer's instructions and recommendations.
2. Provide suitable anchors and fasteners to connect miscellaneous metal items to other construction as shown in drawings.
3. Railing system shall be permanently anchored.
4. Provide setting templates and diagrams and coordinate with other work so that adequate anchor bolts, blocking and bracing is in place and accurately located.
5. Make field assembly and connections with the same level of quality as shop fabricated work.
6. Set work accurately and truly plumb, level and aligned. Note that given the slope of the Trestle, all components of the Trestle Landing railing system are to follow the slope of the

top of bridge concrete, and therefore to be perpendicular and parallel to trestle at every location along the Trestle Landing.

7. Maintain allowable variation from true plumb, level, and line of +/- 1/8" in 20'-0".
8. Install and anchor all work to support all loads prescribed by codes.

C.4 Dissimilar Metals

1. Any instance of contact between stainless steel and painted steel should be separated with a neoprene or similar elastomeric gasket, to be approved by engineer and architect.

C.6 Cleaning

1. As installation is completed, wash thoroughly using clean water and soap; rinse with clean water. Do not use acid solution, steel wool, or other harsh abrasives. If stain remains after washing, remove finish and restore in accordance with NAAMM Metal Finishes Manual.

C.7 Repair

1. Remove stained or otherwise defective work and replace with material that meets specification requirements.

D Measurement

1. The City will measure the Decorative Railings Special as a single lump sum unit for each railing acceptably completed.

E Payment

1. The City will pay for the measured quantity at the contract unit price under the following bid items:

Item Number	Description	Unit
SPV.0105.02	East Stair Decorative Railings	LS
SPV.0105.03	West Stair Decorative Railings	LS

2. Payment is full compensation for all the work required under this bid item.

24. Trestle & North Landing Wood Decking, Item SPV.0105.04

A Description

1. This section includes, without limitation:

- a. Exterior wood decking, located on the Trestle Landing.
- b. Exterior wood decking, located at North Landing.
- c. Wood sleepers below wood decking.

A.1 Related Work

1. Staining/Sealing
2. Decorative Handrails
3. Lighting and Electrical
4. Concrete and Expansion joints.

A.2 Submittals

1. Deliver two (2) copies of any submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Product data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2.2 Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials:
 - a. Wood Decking Type 1 Sample, 24"x 7-1/4"x 1-1/2" actual size, fully finished.

B Materials

B.1 Exterior Wood Decking

1. Provide lumber, species: Ipe (Tabebuia Spp. Lapacho Group, also known as "Iron Wood"), First One Face (F1F), all heart.
2. Supply wood with one Premium Selected face and two Premium Selected edges. Ease edges to a radius of 1/8". Lumber shall be straight grained and parallel cut without heart center, no sapwood allowed. Lumber shall be free from wormholes or knots, cupping and warping.
3. Provide partially air dried to a moisture content of 15% - 25%.
4. Provide wood at plus or minus .06" in both width and thickness, measure at 30% moisture content.
5. All wood specified in actual dimensions (Finish Thickness x Finished Width x Finished Length).
 - a. Trestle Landing: 1-1/2"x 7-1/4"x (depending upon location, approx. 6'-0" to 9'-0" to span entire width of Trestle Landing Wood Decking without any breaks/staggering)
 - b. Sloped Trestle Landing: 1-1/2"x 7-1/4"x (using longest practical board length with 8'-0" length minimum and staggered joints)
 - c. North Landing: 1-1/2"x 7-1/4"x (approx. 4'-0" to 6'-6", depending upon location of Bench Type A in relation to edge of N. Landing concrete slab-on-grade)
6. End coating: All wood to be supplied with the end sealed with Mobit CER-M, or equal aqueous wax log end sealer.

B.2 Fasteners

1. Countersink all fasteners, and pre-drill and countersink all holes.
2. For Trestle Wood Decking Type 1 Attachment: Use flat head, countersunk 18-8 stainless steel screws with tamperproof heads.
3. All exposed bolt connections to utilize finished stainless steel bolts no longer than final bolt length required for tightened nut installation, plus the equivalent of one bolt diameter, (preferably less). Field cutting of bolts to remove excess length is not acceptable, and exposed bolt length greater than one bolt diameter is not acceptable.

B.3 Sealant:

1. Use high quality transparent penetrating oil based sealer with UV inhibitors.
2. Do not use the Sikken's 3-step process, it will peel. Sikken's-SRD 1-step can be used.
3. Possible Sources for sealant:

Penofin	1-800-736-6346	www.penofin.com
Superdeck	1-800-825-6382	www.superdeck.com
Messmers UV Plus	1-800-731-3669	www.messmer.com
Cabot's Timber Oil	1-800-877-8246	www.cabotstain.com

B.4 Wood Sleepers

1. Provide APA trademarked, Exterior grade, performance rated sleeper material with dimensions specified in the drawings.

2. Decay treated: For all wood sleepers, provide wood pressure treated with water borne preservatives complying with AWPB LP-2 and AWPFA C2. Dry lumber to maximum moisture content of 19% after treatment.

B.5 Slip-Resistant Stainless Steel Stair Nosing

1. Slip-Resistant Stair Nosings are to be attached to the wood step at the bottom of the east stairway, and the wood step at the top of the west stairway where the ramp transitions in to stairs. See architectural drawings for more information.
2. Provide Slip-Resistant Stainless Steel Stair Nosing, with the following properties:
 - a. Type: Stainless Steel Angle Nosing
 - b. Thickness: 3/16". Sizes vary in length and width, as indicated on drawings.
 - c. Surface Texture: Grade 2 – Medium surface
 - d. Surface: Stainless Steel
 - e. Surface Hardness: Rockwell C Scale, ASTM C 633: Min of 4,000 psi.
 - f. Coefficient of Friction: Min of 0.6.
 - g. Installation: Nosings should be provided with holes for countersunk fastening. Wood treads to which Slip-Resistant Stainless Steel Nosings will be attached, are to be routed for a flush fit per architectural drawings.
 - h. Size: As indicated by drawings.

C Construction

C.1 Storage, Delivery, and Handling

1. Store material out of direct sunlight and allow wood to acclimate and stabilize to the installation environment humidity levels before installation. Stack material with evenly spaced sticks between each layer of boards, to promote proper drying and reduce the possibility of water stains. Package wood bundles of equal length pieces not to exceed 1200 lbs each. Individually strap bundles using the highest strength nylon strapping available with a minimum of 4 straps per bundle to eliminate the possibility of strap stain. Clearly mark crates as Ipe, Iron Wood, with Order and Crate number, and protect product from UV and water discoloration. Protect against fork lift and transportation damage.

C.2 Installation

1. Trestle Landing Wood Decking and Structure to be installed only after Trees along Trestle Landing have been planted.
2. Choose wood sleepers to eliminate split, warped and twisted members.
3. Securely anchor sleepers to substrates and structure to support applied work and loads. See drawings for sleeper fastener types and spacing.
4. At Trestle Landing, span sleepers from the center lines of structure below to minimize removal of wood decking and cutting of sleepers below for tree replacement.
5. Use premium carbide tipped sawblades and high quality drill bits for smooth cuts.
6. Seal decking ends immediately after cutting. Seal wood upon installation with oil based sealer with pigmentation and UV inhibitor. Do not over-apply sealers.
7. Install wood decking with Premium Selected face up and allowing a 1/16" gap between deck boards to aid in air circulation and drainage.
8. Due to density, pre-drill and countersink boards for fasteners.
9. Countersink stainless steel screws, locate holes in uninterrupted straight lines, both longitudinally and transversely.
10. Set nails/screws flush with wood surfaces but do not crush wood fibers or overdrive nails/screws.

D Measurement

1. The City will measure the Trestle Landing Wood Decking as a single lump sum unit for each wood decking acceptably completed.

E Payment

1. The City will pay for the measured quantity at the contract unit price under the following bid items:

Item Number	Description	Unit
SPV.0105.04	Trestle Landing Wood Decking	LS

2. Payment is full compensation for all the work required under this bid item.

25. Plantings, Item SPV.0060.14 - SPV.0060.16 / SPV.0165.01, SPV.0165.02

A Description

1. This section includes, without limitation:

- a. Site preparation and Plantings at North Landing & Slope
- b. Site preparation and Plantings at East and West Trestle Stair
- c. Site preparation and Plantings at Trestle Landing

2. The work under these items includes furnishing and installing Trees, Grasses, Seed Mixes and Sod per the plans and specifications. The work under these items shall conform to section 632 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.

3. It is the CONTRACTOR's responsibility to confirm availability, order, purchase, deliver, and install said plant material complete. The CONTRACTOR shall provide all plant material shown, whether owner supplied or not. Coordinate with the Owner's Representative to identify substitutions as specified herein for plant material that may not be readily available.

A.1 Related Work

1. Concrete and Paving
2. Decorative Handrails
3. Lighting and Electrical

A.2 Submittals

1. Deliver two (2) sets of submittals, one to the Architect and a second to the construction supervisor and obtain Architect's approval prior to ordering materials or beginning work or as otherwise required. Schedule delivery to allow reasonable review period and prevent delays.

A.2.1 Product Data

1. Submit manufacturer's technical data for each manufactured product proposed for the work, identify material sources.

A.2.2 Samples

1. Submit the following samples and obtain Architect approval prior to ordering materials.
 - a. One small bag (approx. 5 lbs.) Crushed Aggregate for North Landing slope

B Materials

1. TYPE A SPV.0060.14

- a. Name: Quaking Aspen (*Populus tremuloides*)
 Quantity: 8 Each
 Sizing/Selection: approx. 2" caliper
 approx. 12' height.
 Balled and Burlapped

b. Basis of Payment

Planting TYPE A SPV.0060.14, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

2. TYPE B SPV.0060.15

- a. Name: Feather Reed Grass (*Calamagrostis x acutiflora 'stricta'*)
 Quantity: 14 Each
 Sizing/Selection: 3-Gallon Pot

b. Basis of Payment

Planting TYPE B SPV.0060.15, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

3. TYPE C SPV.0060.16

- a. Name: Blue Avena Grass (*Helictotrichon sempervirens*)
 Quantity: 5 Each
 Sizing/Selection: 1-Gallon Pot

b. Basis of Payment

Planting TYPE C SPV.0060.16, measured as provided above, will be paid for at the unit price each, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

4. TYPE D, E & F SPV.0165.01

- d. Name: Prairie Mix D
 Quantity: 6000 SF

Mixture Info:

Key	Common Name	Species	%	Quantity	Unit
D	Prairie Mix D (See Below)				
	Butterfly Milkweed	<i>Asclepias tuberosa</i>	100.00%	6000	SF
	Wild Lupine	<i>Lupinus perennis</i>	11 50%	690	
	Prairie Phlox	<i>Phlox pilosa</i>	11 50%	690	
			8.50%	510	

	Prairie Drop Seed	Sporobolus heterolepis	7.50%	450	
	Heart-Leaved Golden Alexander	Zizia aptera			
	Pale Purple Coneflower	Echinacea pallida	6.50%	390	
	Purple Coneflower	Echinacea purpurea	5.50%	330	
	Rough Blazing Star	Liatris aspera	5.50%	330	
	Beard Tongue	Penstemon digitalis	5.50%	330	
	Little Blue Stem	Schizachyrium scoparium	5.50%	330	
	Sand Coreopsis	Coreopsis lanceolata	4.50%	270	
	Snowy Goldenrod	Solidago speciosa	4.50%	270	
	Wild Columbine	Aquilegia canadensis	3.00%	180	
	Sky Blue Aster	Aster azureus	3.00%	180	
	Purple Prairie Clover	Dalea purpurea	3.00%	180	
	Flowering Spurge	Euphorbia corollata	3.00%	180	
	Spiderwort	Tradescantia ohimensis	3.00%	180	
	Thimbleweed	Anemone cylindracea	1.50%	90	
	Prairie Smoke	Geum triflorum	1.50%	90	

e. Name: Prairie Mix E
Quantity: 375 SF
Mixture info:

Key	Common Name	Species	%	Quantity	Unit
E	Prairie Mix E (See Below)				
	Thimbleweed	Anemone cylindracea	100.00%	375	SF
	Foamflower	Tiarella cordifolia	8.33%	31	
	Labrador Violet	Viola labradorica	8.33%	31	
	Jacob's Ladder	Polemonium reptans	8.33%	31	
	Wild Geranium	Geranium maculatum	8.33%	31	
	Sweet Joe Pye Weed	Eupatorium purpureum	8.33%	31	
	Red Baneberry	Actaea rubra	8.33%	31	
	Wild Columbine	Aquilegia canadensis	8.33%	31	
	Wild Ginger	Asarum canadense	8.33%	31	
	White Woodland Aster	Aster divaricatus	8.33%	31	
	Arrow-Leaved Aster	Aster sagittifolius	8.33%	31	
	Virginia Wild Rye	Elymus virginicus	8.33%	31	

f. Name: Prairie Mix F
Quantity: 1600 SF
Mixture info:

Key	Common Name	Species	%	Quantity	Unit
F	Prairie Mix F (See Below)				
	Thimbleweed	Anemone cylindracea	100.00%	1600	SF
	Foamflower	Tiarella cordifolia	14.29%	229	
	Labrador Violet	Viola labradorica	14.29%	229	
	Sweet Joe Pye Weed	Eupatorium purpureum	14.29%	229	
	Red Baneberry	Actaea rubra	14.29%	229	
	White Woodland Aster	Aster divaricatus	14.29%	229	
	Arrow-Leaved Aster	Aster sagittifolius	14.29%	229	

b. Basis of Payment

Planting TYPES D, E & F SPV.0165.01, measured as provided above, will be paid for at the unit price SF, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

5. TYPE G SPV.0165.02

a. Name: Turfgrass Sod
Quantity: 1850 SF

Selection: Turfgrass should be locally grown Kentucky Bluegrass blended sod.
Turfgrass shall be of good quality, free of weeds, disease and insects and of good color and density.

b. Basis of Payment

Planting TYPE G SPV.0165.02, measured as provided above, will be paid for at the unit price SF, which price shall be full compensation for furnishing and installing all materials and for all labor, equipment and incidentals necessary to complete the work.

26. Concrete Masonry Soldier Pile Footings, Item SPV.0035.01

A Description	
B Materials	1. This special provision describes furnishing and placing concrete in predrilled holes for soldier piles and the installation of the steel soldier piles. Perform work in accordance with pertinent parts of the standard specifications, the plans, and these special provisions.
	1. Use materials that conform to concrete masonry as specified in section 501 of the standard specifications.
	C Construction
D Measurement	1. Before placing concrete masonry, give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. Leave no more than 2 feet of standing water in the shaft before beginning soldier pile installation. If necessary, place up to 2 feet of concrete at the bottom of the shaft to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.
	2. For shafts constructed without casing or drilling mud, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For shafts constructed using slurry, place concrete using a tremie method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.
E Payment	
1. The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard as acceptably completed. The department will only include material within the limits and dimensions as shown on the plans.	
1. The department will pay for measured quantities at the contract unit price under the following bid item:	
ITEM NUMBER SPV.0035.01	DESCRIPTION Concrete Masonry Soldier Pile Footings
UNIT CY	

Payment is full compensation for furnishing all materials; placing, finishing, curing, and protecting soldier piles; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

27. Foundation Drilling, Item SPV.0090.01.

A Description

1. This special provision describes predrilling holes for the installation of soldier piles. Perform work in accordance with the pertinent requirements of the standard specifications, the plans, and these special provisions.

2. The Site Investigation Report and the boring log are available for inspection at:

City of Milwaukee Municipal Building, Room 907
841 North Broadway
Milwaukee, Wisconsin 53202

B (Vacant) this area is vacant

C Construction

1. Determine the proper means, methods, and procedure for accomplishing the work as specified herein and on the plans. Submit the proposed method for foundation drilling before beginning construction. Perform all work in accordance with the rules and regulations of the local, state, and federal governing authorities having jurisdiction over the project site.

2. Drill holes to the diameter and depth as shown on the plans. Uncased shafts may be used where the sides and the bottom may be visually inspected before placing the soldier pile and concrete. Use casings or alternative methods during drilling to maintain an open shaft if necessary. Locate the soldier pile holes to within the following tolerances:

Horizontal Location	3 inches
Vertical Location	1 inch
Vertical Alignment	1/8 inch/ft
Hole Diameter	Minus 0 inches, plus 4 inches, per plan dimensions

3. Provide equipment for checking the dimensions and alignment of each shaft. Remove loose material from the bottom of the shaft. Leave no more than 2 feet of standing water in the shaft before beginning soldier pile installation.

4. The subsurface conditions may vary at this site. Review the geotechnical report of the two exploration borings that were taken. The possibility of encountering difficult soil conditions, cobbles, or boulders at any pile location should be anticipated when selecting equipment and methods for constructing the holes. In addition, the possibility of perched water zones may exist.

D Measurement

1. The department will measure Foundation Drilling by the linear foot acceptably completed as measured from the bottom of the footing elevation shown on the plan to the top of existing grade elevation or to the elevation where the Foundation Drilling begins, whichever is lower. Plan quantities are base on drilling from the existing grade elevations but the quantity may be less if the contractor excavates the soil for a working surface (benching) before drilling. Drilling through backfill that was placed above the existing grade by the contractor will not be included for payment.

E Payment

1. The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV 0090.01	Foundation Drilling	LF

Payment is full compensation for drilling holes, for furnishing casings or alternative drilling methods as necessary; benching of the work area; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

28. Timber Lagging, Item SPV.0110.01.

A	Description 1. This special provision describes furnishing, delivering, and installing all timber lagging for soldier pile and lagging walls, in accordance with the pertinent requirements of the standard specifications, the plans, and as hereinafter provided.
B	Materials 1. Use materials that conform to treated lumber as specified in section 507 of the standard specifications. Use Douglas fir No. 1 & Better or Southern pine No. 2 grade rough-cut lumber with a minimum thickness of 4-inches, a minimum width of 4-inches, and maximum width of 8-inches. Where necessary, provide certification that the timber conforms to the grade, species, and other specified requirements. Provide a certificate of compliance if the timber is treated with a preservative.

C	Construction 1. Place timber lagging from the top-down in sufficiently small lifts immediately after excavation to prevent erosion of materials into excavation. Before placing lagging, smooth the soil face to create a contact surface for the lagging. After all lagging is in place, install the geotextile fabric against the back face of the timber lagging to minimize soil from seeping through the timber lagging. Backfill and compact any large voids behind the lagging. Minimize the gap between each vertically adjacent board for drainage between adjacent lagging sections. Try to place lagging in tight contact to adjacent lagging.
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D	Measurement 1. The department will measure Timber Lagging by the thousand board feet (MBM) acceptably completed. The department will compute quantities from the nominal sizes and from lengths as erected. The department will not make any allowance for waste.
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E	Payment 1. The department will pay for measured quantities at the contract unit price under the following bid item:
ITEM NUMBER SPV.0110.01	DESCRIPTION Timber Lagging UNIT MBM
Payment is full compensation for furnishing, framing, cutting, trimming, installing, and treating, if required the timber lagging; and for furnishing all labor, tools, equipment, materials, and hardware required to complete the contract work.	

29. Soldier Piles, Item SPV.0085.01.

A	Description 1. This special provision describes furnishing, delivering, and installing all steel piles for the soldier pile with wood lagging retaining wall, in accordance with the pertinent requirements of the standard specifications, the plans, and as hereinafter provided.
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B	Materials 1. Use materials that conforms to Item 506.0605, "Structural Steel HS"
C	Construction 1. Vacant
D	Measurement

1. The department will measure Soldier Piles with the same procedure and method as used in Item 506.0605, "Structural Steel HS".

E Payment

1. The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Soldier Piles	LB

Payment is full compensation for furnishing, cutting, trimming, and installing; and for furnishing all labor, tools, equipment, materials, and hardware required to complete the contract work.

30. Asphalt Paving, Item SPV.0165.03

A Description

1. The work under this item shall be in accordance with the requirements of the City of Milwaukee Construction Specifications, and as herein provided.

B Payment

1. The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Asphalt Paving	S.F.

Payment is full compensation for furnishing, cutting, trimming, and installing; and for furnishing all labor, tools, equipment, materials, and hardware required to complete the contract work.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (Included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and

the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's

EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors

with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards

Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage

rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages: Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages

earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specially items designated by the State. Specially items may be performed by subcontract and the amount of any such specially items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the

prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts

related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State

Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

This page last updated May 20, 2002

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United States Department of Transportation - Federal Highway Administration - Office of Bridge Technology

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Baron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marquette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Wauslara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

4.

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2012

ADDITIONAL FEDERAL-AID PROVISIONS

BUY AMERICA

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/cmm/forms/ws4567.doc>

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



Buy America Certification

WS4567

2/15/12

Wisconsin Department of Transportation

Project ID: _____ Highway: _____ County: _____
Name of Road/Project: _____
Prime Contractor: _____
Address: _____
Contact Person: _____ Phone: _____
DOT Project Manager: _____ Project Leader: _____

The undersigned certifies that only domestic steel and iron will be permanently incorporated into the construction portion of the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States. This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the Contract Price.

Signature _____
Typed or Printed Name _____
Title _____
Date _____

ADDITIONAL SPECIAL PROVISION 3

Disadvantaged Business Enterprise Development. This item shall consist of concerted efforts by the contractor as part of its affirmative action responsibilities to train and develop minority business enterprises to become fully qualified contractors in the transportation construction field. Hereafter, minority business enterprise refers to businesses owned or controlled by socially and economically disadvantaged person(s) as certified by the Wisconsin Department of Transportation. It is the intention of this provision that firms owned and controlled by women be included as a presumptive group within the definition of Disadvantaged Business Enterprise (DBE).

The contractor will aggressively solicit DBE subcontractor and/or supplier quotes and incorporate them in its bid for work on this project by making systematic written and verbal contact with DBEs likely to have an interest in transportation construction work.

In this contract, the contractor shall procure services, materials, or subcontract the minimum percentage as shown on the cover of the Highway Work Proposal of the total amount bid to one or more certified DBEs. The Department maintains and furnishes the list of DBEs considered certified. If the proposed DBE is uncertified, the contractor must appeal to the Department to establish the eligibility of the DBE to become certified. This goal may be accomplished through the use of any combination of ethnic or women owned businesses certified as DBEs by the Department.

It is the intent of this specification that the percentage goal specified be fulfilled as indicated. However, if the contractor considers such fulfillment to be impossible of attainment, and if the contractor can demonstrate to the satisfaction of the Department that such utilization is not feasible, the Department may accept a varying percentage in lieu of the designated percentage for the DBE classification.

The contractor is encouraged to develop DBEs in areas of construction where these firms have traditionally been non-competitive. Therefore, the DBE goal on this contract may be reduced by the Department up to 50 percent for DBE work in the non-traditional construction categories of: concrete paving, asphalt paving, excavating and heavy grading, aggregate production, structures and major culvert installation. Any goal reduction is discretionary by the Department and will only be granted where it is clear the intended work will benefit the development and experience of the DBE.

Credit toward the required DBE goal is allowed for supplies and materials furnished by DBEs. However, the DBEs must assume the actual contractual responsibilities for furnishing the supplies and materials and also manufacture them. For these purposes, a manufacturer is a supplier that either produces goods from raw materials or substantially alters them before resale. When the supplier is not the manufacturer, only 60 percent of the expenditure to the supplier may be credited toward the DBE goal, provided the supplier performs a commercially useful function in the transaction.

Nevertheless, in order for the Department to execute a contract with a bidder that has failed to meet the specified DBE contract goal, the Department must determine that the bidder's good faith efforts were those that, given all relevant circumstances, a bidder actively and aggressively seeking to meet the goal would make.

Good faith efforts are to include contacts with the Department's Office of Disadvantaged Business Programs. In determining whether a contractor has made good faith efforts, the Department will usually look not only at the different kinds of efforts that the bidder has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goal. Even if the efforts are sincerely motivated, they are not considered to be good faith efforts if, given all relevant circumstances, they could not

Effective with April 2005 Letting

ASP 3

reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

Within ten working days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the subcontract or supply agreement and the dollar amount of such items of work. Failure by the contractor to furnish the necessary information within the specified time frame does not negate the Department's right to award and execute the contract; however, good faith efforts after the submittal requirement will be discounted. Delay in fulfilling this requirement shall not constitute a cause for extension of the contract time. All other aspects of this minority business enterprise requirement shall be in accordance with appropriate provisions of Part 26 of Volume 49 of the Code of Federal Regulations entitled "Participation by Minority Business Enterprises in Department of Transportation Programs."

The contractor shall also provide or arrange for direct assistance to the DBEs in such areas as providing information to prepare intelligent quotations, insuring that the DBE can read and understand highway plans, assisting in reaching a full understanding of the Standard Specifications and contract requirements applicable to the DBE portion of the work, appropriate cost accounting and other business practices, and other actions aimed at continued development of the DBE into a viable highway contracting business.

The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.

The work herein prescribed will not be paid for separately, but will be considered incidental to other items of work included in the contract.

Failure on the part of the bidder to meet the DBE goal and to meet an adequate level of good faith efforts will, at the discretion of the Department, be deemed failure to execute the contract, be just cause of the cancellation of the award, and such other actions as deemed appropriate.

The entire provisions of this item do not apply if the bidder, excluding joint ventures, is a certified DBE.

Wisconsin Department of Transportation

Project(s): _____

Letting Date: _____

Total \$ Value of:

Prime Contract:

DBE Contract Goal: _____ %

%

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$) V (\$)	TOTAL % TOTAL %	

<p>O = Owned Trucks Used on Project</p> <p>L = Leased Trucks Used on Project</p> <p>A = Assigned (DBE Consconscious)</p> <p>V = Voluntary (DBE Neutral)</p>		<p>Government Use Only Approved Amounts</p>		<p>X</p>
<p>A = \$</p>		<p>%</p>		<p>(Authorized Agent)</p>
<p>V = \$</p>		<p>%</p>		
<p>Total = \$</p>		<p>%</p>		
<p>Signature:</p> <p>Date:</p> <p>Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		<p>Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965</p>		

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed on the next line for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Certificate of Good Faith Efforts form (DT1202 6/2007.)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. For one truck owned by the DBE firm, they can receive DBE credit for a truck leased from a non-DBE firm (one DBE truck owned = one non-DBE truck leased).
 - d. Trucks leased from non-DBE firms above the one-for-one ratio described in letter c, will be given DBE credit only for the brokerage fee charged by the DBE.
 - e. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	Total \$ Value of Prime Contract:
Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: (list all names of tiers if more than one)	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.	Participating DBE Firm Representative's Signature
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	Date

FOR DBE TRUCKING FIRMS ONLY:
 I certify that I will utilize, for DBE credit, only trucks listed on my WISDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.

# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

July 2003

ASP-4

ADDITIONAL SPECIAL PROVISION 4

Payment to all Subcontractors. Within 10 calendar days of receipt by a contractor of a progress payment for work performed, materials furnished, or materials stockpiled by a subcontractor, the contractor shall pay that subcontractor for all work satisfactorily performed and for all materials furnished or stockpiled.

The contractor agrees further to release retainage amounts to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. In addition, whenever the Department reduces the contract retainage amount, within 10 calendar days of receipt by a contractor of a retainage payment, the contractor must reduce the total amount retained from subcontractors to no more than remains retained by the Department.

The contractor shall pay the subcontractor within the time frames described above unless the contractor complies with both of the following within 10 calendar days of receiving the Department's progress payment:

- 1) The contractor notifies the subcontractor in writing that the work is not satisfactorily completed.
- 2) The contractor requests approval from the Department to delay payment because the subcontractor has not satisfactorily completed the work.

The contractor's request for approval should include the written notification to the subcontractor and shall provide sufficient documentation of good cause to assist the engineer in making a timely decision. If the engineer does not grant approval, the contractor shall pay the subcontractor within 10 calendar days of the Department's decision.

All subcontracting agreements made by a contractor shall include the above provisions and shall be binding on all contractors and subcontractors.

The contractor certifies compliance with the requirements of this Additional Special Provision by signing the contract. This clause applies to both DBE and non-DBE subcontractors.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, ecuid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator **MUST** be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder, signing and submitting this proposal, agrees and declares as a condition thereof, to be bound by the following conditions and requirements.

If the bidder has a corporate relationship with the proposal design engineering company, the bidder declares that it did not obtain any facts, data, or other information related to this proposal from the design engineering company that was not available to all bidders.

The bidder declares that they have carefully examined the site of, and the proposal, plans, specifications and contract forms for the work contemplated, and it is assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, special provisions and contract. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the bidder has made such examination.

The bidder submits herewith a proposal guaranty in proper form and amount payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the owner of the work in the event the undersigned shall fail to execute the contract and contract bond and return the same to the office of the engineer within fourteen (14) days after having been notified in writing to do so; otherwise to be returned.

The bidder declares that they understand that the estimate of quantities in the attached schedule is approximate only and that the attached quantities may be greater or less in accordance with the specifications.

The bidder agrees to perform the said work, for and in consideration of the payment of the amount becoming due on account of work performed, according to the unit prices bid in the following schedule, and to accept such amounts in full payment of said work.

The bidder declares that all of the said work will be performed at their own proper cost and expense, that they will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and the approved plans for the work together with all standard and special designs that may be designed on such plans, and the special provisions in the contract of which this proposal will become a part, if and when accepted. The bidder further agrees that the applicable specifications and all plans and working drawings are made a part hereof, as fully and completely as if attached hereto.

The bidder, if awarded the contract, agrees to begin the work not later than ten (10) days after the date of written notification from the engineer to do so, unless otherwise stipulated in the special provisions.

The bidder declares that if they are awarded the contract, they will execute the contract agreement and begin and complete the work within the time named herein, and they will file a good and sufficient surety bond for the amount of the contract for performance and also for the full amount of the contract for payment.

The bidder, if awarded the contract, shall pay all claims as required by Section 779.14, Statutes of Wisconsin, and shall be subject to and discharge all liabilities for injuries pursuant to Chapter 102 of the Statutes of Wisconsin, and all acts amendatory thereto. They shall further be responsible for any damages to property or injury to persons occurring through their own negligence or that of their employees or agents, incident to the performance of work under this contract, pursuant to the Standard Specifications for Road and Bridge Construction applicable to this contract.

In connection with the performance of work under this contract, the contractor agrees to comply with all applicable state and federal statutes relating to non-discrimination in employment. No otherwise qualified person shall be excluded from employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, gender, national origin or ancestry, disability, arrest or conviction record (in keeping with s.111.32), sexual orientation, marital status, membership in the military reserve, honesty testing, genetic testing, and outside use of lawful products. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to ensure equal opportunity in employment to all applicants and employees and to take affirmative action to attain a representative workforce.

The contractor agrees to post notices and posters setting forth the provisions of the nondiscrimination clause, in a conspicuous and easily accessible place, available for employees and applicants for employment.

If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board.

DECEMBER 2000

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.

4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.